

New Wording Double Underlined;
Deleted Wording ~~Stricken Through~~

PREPARED BY AND RETURN TO:
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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ABERDEEN
(Draft of April 10, 2012)

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ABERDEEN

~~This instrument creates and states the Declaration of Covenants, Conditions and Restrictions for ABERDEEN.~~

WITNESSETH:

~~For and in consideration of the premises and for other good and valuable considerations, ABERDEEN VILLAGE, LTD., a Florida limited partnership, as Developer (hereinafter referred to as "Developer") does hereby restrict the use, as hereinafter provided, of all the property and improvements included in the property described in Exhibit A (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following covenants to run with the title to the Land, and the grantees, their heirs, successors and assigns, of and under any deed conveying the Land, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all of the covenants and to have covenanted and agreed to observe, comply with and be bound by the covenants, conditions and restrictions hereinafter set forth.~~

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Aberdeen ("Declaration") was executed on January 26, 1989, and recorded on February 9, 1989, at Official Records Book 6933, Page 2045 of the Public Records of Pinellas County, Florida; and

WHEREAS, in accordance with Section 12.06 of the Declaration, the Declaration has been previously amended as shown in the Certificate of Amendment recorded at Official Records Book 16291, Page 1350, Public Records of Pinellas County, Florida, and Official Records Book 11387, Page 376, Public Records of Pinellas County, Florida; and

WHEREAS, the Declaration for Aberdeen encumbers the Property described in the definition of "Aberdeen" set forth below in Section 1.01(a); and

WHEREAS, the Association and its members have decided to amend and restate the Declaration in its entirety as set forth herein, with the Amended and Restated Declaration to supersede and replace the original Declaration and any prior amendments;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Aberdeen is amended as stated herein.

ARTICLE I - DEFINITIONS

Section 1.01 The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Aberdeen" shall mean and refer to the lands shown on the Plats for Aberdeen Unit One, in Plat Book 100, Pages 81 through 84, and Aberdeen Unit Two, as shown

in Plat Book 104, Pages 50 through 56 of the Public Records of Pinellas County, Florida. All of the property described on the plats is subject to the conditions and restrictions set forth herein. The property located at 4979 Camberley Lane, Oldsmar, Florida 34677, which is described as Lot 110, in Aberdeen Unit One, as this appears in Plat Book 100, Page 81 of the Pinellas County Public Records, is currently not required to comply with these restrictions since this property was sold to a purchaser prior to the recording of the Declaration. However, any subsequent purchasers of this property will be bound by the Declaration, as it may be amended from time to time.

(b) "Association" shall mean and refer to ABERDEEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit ~~nonprofit~~ corporation, together with its successors, legal representatives and assigns.

(~~ca~~) "Architectural Control Committee" or "ACC" shall mean the committee appointed by the Board of Directors as stated elsewhere herein, or the Board of Directors if no ACC has been appointed by the Board.

(~~de~~) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(~~d~~) "~~Builder Program and Community Development Code~~" or "~~Builder Program~~" shall mean the builder program and development code which may be adopted by Developer from time to time and imposed upon all builders or other persons constructing homes within the Development. The terms and provisions of said Builder Program, as from time to time amended, shall be deemed to be incorporated into this Declaration and shall be binding upon all Builders, as defined hereinabove, within the Community and upon all homeowners to the extent that said Builder Program regulates the modification or improvement of homes or other improvements upon any Lot within the Development. The Builder Program also contains the Community Development Code which shall establish the criteria to be followed by the Architectural Control Committee with respect to new construction and all modifications or alterations of existing improvements.

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, as these same may be amended from time to time.

(~~f~~) "~~Certificate of Incorporation~~" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(~~fg~~) "Common Area" shall mean all of that property owned or to be owned by the Association or over which the Association has been granted control thereof and which has been designated for the common use and enjoyment of the members of the Association. The Common Areas of Aberdeen the Development shall include roadways and rights-of-way within Aberdeen, as shown on the Plats thereof, to the extent same are not dedicated to any public authority, drainage and conservation easements and areas, landscape areas and improvements, perimeter wall easements and improvements along the perimeter of Aberdeen the Development.

(~~gh~~) "Community Development Code" or "Code" shall mean the ~~set of design and constructions criteria established from time to time by the Architectural Control Committee governing new construction and all modifications or alterations thereto or refinishing thereof within the Development~~ Manual as adopted from time to time by the Board of Directors.

~~(i) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.~~

~~(hj) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.~~

~~(ik) "Developer" or "Declarant" shall mean and refer to ABERDEEN VILLAGE, LTD., a Florida limited partnership, formed under the laws of Florida, together with its prior successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.~~

~~(jl) "Development" shall mean the ABERDEEN residential community, located in Pinellas County, Florida, on the real property described in the plats referred to above Exhibit "A" attached hereto.~~

~~(km) "Dwelling" shall mean and refer to a single-family residence residency located on a Lot. The word "Dwelling" may, when the context so requires, may be used interchangeably herein with the words Lot and Unit.~~

~~(l) "Governing Documents" of the Association include this Declaration, Articles of Incorporation, Bylaws and Rules and Regulations.~~

~~(mA) "Land" shall mean and refer to all of the Lands and improvements described in Exhibit "A" which are part of ABERDEEN and any additions or amendments thereto.~~

~~(n) "Lot" shall mean and refer to a parcel any area of real property as shown on the Plats for Aberdeen Unit One and Aberdeen Unit Two and designated as a Lot on the recorded Plats, which is included in Exhibit A, and is designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a Dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit" or "Dwelling."~~

~~(o) "Member" shall mean and refer to those Owners entitled to membership in the Association, as stated as set forth in Article VI herein.~~

~~(p) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot within Aberdeen which is a part of the "Land".~~

~~(r) "Participating Builder" or "Builder" shall mean a builder or other person which owns Lots in the Development and which has been designated a builder under Developer's Builder Program, as defined below, or which otherwise constructions a dwelling or other improvement within the Development.~~

~~(s) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.~~

~~(t) "Regulations" or "Rules and Regulations" shall mean and refer to any rules and regulations respecting the use of the property within Aberdeen Land that have been~~

adopted by the Association from time to time in accordance with the Association's Declaration, Articles of Incorporation and Bylaws.

(s~~v~~) "Structure" shall have the same meaning as used in the Pinellas County Building Code.

(u) ~~"Unit" shall mean and refer to a single family Dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the words "Lot" or "Dwelling."~~

ARTICLE II – USE RESTRICTIONS

Section 2.01 – Lots. The Lots ~~and Units~~ shall be used for residential purposes only, except as otherwise provided herein or in the Rules and Regulations of the Association. No structure shall be erected or permitted to remain on any Lot within the Development other than the Unit Dwelling, unless any other structures are approved in writing by the Association. Except as provided herein, nNo buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, ~~or as a professional office,~~ and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

(a) Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows commercial activity taking place in a unit, including but not limited to signage; or regular pick-up or delivery of supplies, materials, partially or completed goods, other than Federal Express or United Parcel Service deliveries which are consistent with a residential neighborhood; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for single family residential purposes, in the sole discretion of the Board of Directors. Businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.

Section 2.02 – Vehicular Parking. ~~Except as provided in Section 2.04,~~

(a) No vehicle shall be parked on any part of the Land, except on paved streets and paved driveways. Furthermore, no vehicle shall be parked so as to extend onto or in a manner which any part of the vehicle or any attachments to the vehicle are blocking the sidewalk which is adjacent to the Lot. No vehicles may park on paved streets overnight. "Overnight," for the purpose of this restriction, shall be defined as any period of time between 2:00 A.M. and 6:00 A.M.

(b) No commercial vehicles, except those present on business, shall be parked within Aberdeen, unless parked inside a garage and concealed from public view. A commercial vehicle means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, or otherwise indicates a commercial use on the Land. A pickup truck with a box or other container which is contained within the boundaries of the bed of the truck and which has any supplies or equipment contained in the box or container will not be considered to be a commercial vehicle.

(c) Any vehicle, including but not limited to all trucks and vans, which is too large to be parked inside the garage on the Lot where it is located will not be permitted to be parked anywhere on the Lot, except for temporary parking during the day from time to time and not overnight or on a regular basis. This restriction is intended to prohibit the parking of oversized vehicles, including those with extended cabs or which otherwise are large and deemed to be unsightly and not compatible with the character of the community.

(d) No trailers, boats, jet skis, campers, trucks, mobile homes, motor homes, recreational vehicles, or motorcycles may be parked within Aberdeen in the Development unless parked inside garages and concealed from public view; provided, however, that boats, campers, motor homes and recreational vehicles may be temporarily parked at the property on occasion, for purposes of loading and unloading, in accordance with rules to be adopted by the Board from time to time. Motorized recreational vehicles shall not be parked in the Development unless parked inside garages and concealed from public view.

(e) Disabled or stored vehicles are prohibited from being parked on the paved streets or anywhere on the Lot, except within garages. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains anywhere on the Lot, outside of the garage, without being driven for 14 consecutive days or longer, without prior written permission from the Board authorizing such storage.

(f) In addition to any other remedy provided for in the governing documents, if any vehicle is parked on any portion of the paved streets in violation of this section of the Declaration, or in violation of the Association's rules and regulations, the Board, or agent of the Association, may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours, the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If the violation continues for at least 24 hours after such notice is placed on the vehicle, or thereafter re-occurs within six months of such notice, the Board or an agent of the Association may have the vehicle towed without further notice to the owner or user of the vehicle.

(g) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another owner's Lot, is obstructing the flow of traffic, is parked on, or across any sidewalk or any common area other than the roadways, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with the requirements of the governing documents, neither the Association or any officer or agent of the Association shall be liable to any person for any claim of damages as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise the authority to tow.

Section 2.03 – Paved Streets. The paved streets in Aberdeen are subject to the provisions of this Declaration regarding the use of common property and subject to rules and regulations as adopted from time to time by the Board of Directors. All provisions of the State and local laws concerning operation of motor vehicles on public streets shall apply to all vehicular traffic on the paved streets within Aberdeen. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Florida may operate any type of motor vehicle within Aberdeen, including golf carts and motorized scooters.

Section 2.04 ~~2.03~~ – Animals. No livestock, exotic animals, game birds, game fowl, poultry or other animals not ordinarily recognized as domesticated household pets, shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domesticated household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of the Board, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot or Unit. A maximum number of three (3) dogs may be kept at any one Lot at one time. As to any Lot on which more than three (3) dogs reside at the time of the adoption of the amendment, the existing dogs will be “grandfathered in” and allowed to remain, provided that when they permanently leave the property or when they die these dogs may not be replaced if the replacement would result in exceeding the maximum limit of dogs in existence. The Association may require the registration of any dogs in excess of the limit provided for herein. Animals permitted by this Section shall not be permitted to roam free, and if the animal leaves the confines of the Lot upon which it is kept, it must be on a leash or otherwise controlled by the Owner at all times.

(a) No dog is to be left unattended on any Lot unless in an enclosed area which is fenced in (not electronically fenced). All dogs which are outside of the Dwelling on the Lot must be under constant and direct supervision of a responsible person at all times. This applies to homes which have approved invisible or electronic fences, and to all other properties within Aberdeen.

(b) No structure for the care, housing or confinement of any pet, including electronic or invisible fences, shall be constructed or maintained on any part of the Lot without prior written Architectural Control Committee approval.

(c) Based on the determination by the Board of Directors that such breeds of dogs are considered to be vicious and potentially dangerous, no Pit Bulls or Bull Terriers, or mixes thereof where the dog displays a majority of the physical traits of any of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, shall be kept, either temporarily or permanently, on any Lot within Aberdeen.

(d) The Board may require any pet, that in the Board’s opinion, endangers the health or safety of any Owner or occupant, or creates a nuisance or unreasonable disturbance, to be permanently removed from Aberdeen upon seven (7) days written notice. Prior to ordering the removal of a pet, the Board will give the pet owner the opportunity for a hearing before the Board of Directors, except in extreme cases where the pet is determined to be an immediate and significant hazard to the safety of other residents and/or their pets.

(e) Any Owner or occupant who keeps or maintains any pet within Aberdeen shall be deemed to have agreed to indemnify and hold the Association, its officers, Directors,

and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by any reason of keeping of maintaining such pet within Aberdeen.

Section 2.05 2.04 – Nuisances.

(a) No illegal, noxious or offensive activity shall be permitted or carried on in any part of Aberdeen the Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of unreasonable embarrassment, discomfort or annoyance to the neighborhood or the residents in Aberdeen Development. This includes noise disturbances from any source which are not specifically permitted by the governing documents.

(b) No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of Aberdeen the Development, nor upon any land or lands contiguous thereto except for items which are to be disposed of or picked up by the trash collector, and are left on the property in accordance with the applicable rules and restrictions.

(c) No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted ~~on any part of the Land.~~

(d) No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand for any period of time on the Lots, other than inside the Dwelling, or on Common Areas except as otherwise specifically permitted by the governing documents in specifically designated parking areas and then only for short periods of time and for appropriate purposes. ~~Overnight parking or vehicle storage on Common Areas shall be prohibited unless otherwise approved by the Board of Directors.~~

Section 2.06 2.05 – Resubdividing. The Lots shall not be resubdivided, replatted or divided ~~without the prior written consent of~~ the Board of Directors Developer.

Section 2.07 2.06 – Fences, Walls and Landscape Buffers Hedges. There shall be no fences permitted on a Lot within Aberdeen the Development unless they comply with the requirements as stated in this Declaration and the architectural guidelines, ~~below and are and are approved by the~~ Board of Directors Architectural Control Committee.

(a) Lot Boundary, Fences or Walls. ~~Fences or walls~~ not in excess of six and one-half (6 ½) feet in height may be installed, subject to the other provisions of this Section around the perimeter of a Lot if they are of a material, color and size approved by the Board Architectural Control Committee. The installation of chain-link fences is prohibited. All fences must be installed in accordance with the architectural guidelines of the Association as amended from time to time. In connection with the approval of any fence, the Board shall require a landscape buffer if the Board determines this to be appropriate in order to minimize any adverse visual impact on neighboring properties. All fencing, walls, and landscape buffers shall be maintained in a good condition by the Owner, except Perimeter Walls which are to be maintained by the Association as set forth herein.

(b) Perimeter Walls. ~~The Developer, in Developer's sole discretion, may construct or cause to be constructed a perimeter wall along those portions of the Development which abut perimeter streets, i.e. streets which run along the outside boundary of the Development. In the alternative, the Developer, in Developer's sole discretion, may require in~~

~~each sales contract of each perimeter Lot, that the Owner of said Lot construct at said Owner's expense, a segment of the perimeter wall along the entire perimeter Lot line thereof such that said segment can be attached to the segments constructed upon adjacent perimeter Lots. Such segments of the perimeter wall constructed by Lot Owners shall be constructed prior to the completion of a single family dwelling on said Lot or such earlier date as set forth in the sales contract for said Lot. Nothing shall prevent the Developer from constructing some portions of the perimeter wall and requiring that individual Lot Owners construct other portions of same. All portions of any perimeter wall shall have a uniform style, dimensions, color and shall be constructed of the same materials all as established by the Developer from time to time. Portions of any perimeter wall constructed by a Lot Owner shall also be subject to the prior review and approval of the Architectural Review Committee. Perimeter walls, as originally constructed on various Lots within Aberdeen, shall remain on said Lots and all such perimeter walls shall have a uniform style, dimensions and color. All perimeter walls, as originally constructed, shall be maintained by the Association and the Association shall have the right of reasonable access and entry to each perimeter Lot for such purpose. A Lot Owner shall trim all vegetation and landscaping so as to keep it away from any contact with the perimeter wall.~~

(c) Plans and Specifications. The size, material, color and location of all privacy fences ~~or walls~~ must be approved by the Board Architectural Control Committee. Landscape buffers may be required on the outside of any privacy fences ~~and walls~~ by the Board Architectural Control Committee.

~~(d) — Fences. [Moved to the end of Subsection (a)]~~

~~(de)~~ Locations. No fence may be constructed in the following areas:

(i) Between the street facing the front of the Dwelling (the "Front Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the "Front Dwelling Line"); or

(ii) Between the street facing the side of the Dwelling (the "Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line ("Side Dwelling Line").

(iii) No fence shall be permitted which adversely affects the view of the golf course or any conservation area or ponds from any neighboring homes.

~~(ef)~~ Terms. The terms "Front Dwelling Line," "Side Dwelling Line," "Rear Dwelling Line," "Front Street," "Side Lot Line" or "Side Street" are as used and shown on Exhibit B attached hereto.

~~(fg)~~ Golf Course Lots. Notwithstanding the foregoing, no fence ~~or wall~~ may be constructed upon any Lot bordering upon any portion of the East Lake Woodlands Country Club Golf Course except as expressly approved by the Board ~~of Directors of the Association,~~ the Architectural Control Committee, and the Owner of the Golf Course.

(h) Notice to Adjoining Lot Owners. In connection with any applications to construct a fence in Aberdeen, the Association will provide all adjoining Lot Owners with written notice of the meeting where an application for approval of any such fence will be heard and an opportunity to be heard shall be provided to the owners of adjacent Lots whose view may be affected by such fence. Notice is to be provided at the last-known address for the adjoining Lot

Owners, and the inadvertent failure to provide notice to any adjacent Lot Owners will not invalidate any approvals granted by the Association.

~~(h) Special Provisions. Developer and each Builder, so long as same maintains any model homes within the Development, shall have the right to fence the entire Lot or Lots being used as models; provided that any portion of any fence or wall around any model home or homes which would not otherwise be permitted under this Section 2.06 shall be removed at such time as said home or homes are no longer used as a model or models. This Section 2.06 does not apply to completely enclosed, screened areas attached to the Dwelling. A decorative wall or fence that is forward of the Front or Side Dwelling Lines shall be permitted if approved by the Architectural Control Committee.~~

~~Section 2.08 – Front Light Fixtures and Mailbox. Each Lot Owner, at the time a residential dwelling is constructed upon said Owner's Lot has had a free standing front yard lighting fixture and mailbox installed, meeting the specifications set forth in Exhibit "C" to the original Declaration and made a part hereof by this reference. Said lighting fixture shall be located to the side of the driveway closest to the center of the Lot. Each Lot Owner shall be responsible for maintaining such light fixtures, light post, and mailbox in working order, including the immediate replacement of defective lightbulbs and photo electric cells and such other items which cannot be maintained any longer. In the event a Lot Owner fails to so maintain the above items, the Association shall have the right to do so after seven (7) days prior written notice to the Lot Owner, at the Owner's expense, and in the event the Owner fails to reimburse the Association for the cost of said maintenance, said cost shall constitute a lien against the Lot and the Association shall have such rights as permitted hereunder with respect to delinquent periodic assessments.~~

(a) Notwithstanding the prior responsibility of the Lot Owner for the installation and maintenance of the light fixture and mailbox, following the adoption of an this amendment in April 2011, the Association was given authority to may remove and replace the existing light fixture, light post, and mailbox with a new light fixture, light post, and mailbox which was ~~has been~~ approved by the Board of Directors as to the design. From that point forward, the Association has ~~will~~ assumed responsibility for the maintenance, repair and replacement of all portions of the light fixture, light post, and mailbox, provided that:

(1) The Lot Owner will remain responsible for providing electricity for the light, including the power, as well as any electrical lines running from the junction box at the light post to the residence on the Lot. The Association will maintain the photo electric sensor, or bulb and ballast which is to be installed as part of the light post fixture. The Lot Owner must promptly restore any electricity to the light fixture if there is a power failure of any kind other than those beyond the control of the Lot Owner; and

(2) In the event that any damage is caused to the light fixture, light post, or mailbox by an Owner, tenant, guest or invitee, as a result of any negligent or intentional act, the Lot Owner will be responsible for reimbursing the Association for all costs to repair such damage, and any costs and attorneys' fees incurred by the Association in collecting the amount due. If the cause of any damage and/or the person responsible cannot be determined, the Association will be responsible for the repair.

(3) The Lot Owner shall not alter or interfere with the new installation, or install any flowers, landscaping or other improvements of any kind around or near to the base

of the lamppost without obtaining prior written approval from the Association. Any unapproved alterations or additions may be removed by the Association.

Section 2.09 2.08 – Lot Maintenance. This issue is also addressed in Section 8.01 of the Declaration. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, and the strip of land between the Lot line and the adjacent paved streets within Aberdeen, free of tall grass, undergrowth, dead trees, dangerous and/or dead trees and tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a first-class, neat, and attractive condition. This includes keeping the roof reasonably clean and not allowing buildup of debris, mold and/or mildew on the roof. Also, all dead trees are to be removed and any tree stumps must be cut down to ground level if these are visible from the street or from any roadway or sidewalk in Aberdeen. No trees, landscaping or flowers are to be installed on the strip of land between the Owner's Lot and the adjacent paved street.

(a) In the event the Owner fails to comply, ~~with the preceding sentence of this Section 2.08,~~ the Association, acting through the Board, shall have the right, but not the obligation, after reasonable notice is provided to the Owner by regular and certified mail, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute a special assessment against the Lot, collectible from the Owner in the same manner as other assessments. Alternatively, the Association may utilize other remedies provided for in the governing documents to address violations.

Section 2.10 2.09 – Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Board Developer or the Association as successor to the Developer in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished, or otherwise made available, by the Association to all Owners of Lots within Aberdeen and residents of the Land upon request.

Section 2.11 2.10 – Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.12 2.11 – Casualties. In the event a Dwelling or other improvement Unit or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof, or the Association (as to the Common Areas) as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of severe damage to the Dwelling which is not to be repaired the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area. The Owner shall diligently and continually proceed to replace or repair the damaged improvements, or to clean the Lot as to any areas where improvements are not to be replaced. Section 2.21 also applies to reconstruction after a casualty.

Section 2.13 2-12 – Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board Architectural Control Committee.

Section 2.14 2-13 – Structures and Dwellings. All new Structures or Dwellings shall be located and positioned on Lots as approved by the Board of Directors Developer. No Structure or Dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling unless otherwise approved by the Board of Directors Architectural Control Committee. No Structure or Dwelling shall be erected nearer than twenty-five (25) feet from a front Lot line of any Lot. No Structure or Dwelling shall be erected nearer than seven and one-half (7 ½) feet from a side Lot line, except where said side Lot line faces a street, in which case no Structure shall be erected nearer than twenty-five (25) feet from a side street Lot line. No Structure or Dwelling shall be erected nearer than ten (10) feet from a rear Lot line, provided that a swimming pool or its enclosure may be constructed to within five (5) feet of a rear Lot Line. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street Lot line. Any setback requirements of the local government or the Master Association will also be applicable.

Section 2.15 2-14 – Dwellings and Improvements.

(a) All plans and materials for every ~~proposed new~~ home or other improvement to be constructed on any Lot in Aberdeen will be reviewed by the Architectural Control Committee and approved by the Board of Directors before construction can begin. To assist in this review, application forms and guidelines are available from ~~at the offices of the Association's property management company.~~ All Owners and builders shall operate strictly in accordance with Aberdeen's rules, regulations and procedures as established from time to time by the Board of Directors Builder Program which shall further set forth the standards and criteria for construction within the Development and which shall further set forth the procedures for such review.

(b) All Dwellings Units and all improvements upon each Lot shall be maintained in conformance with the plans and specifications approved by the Board Architectural Control Committee. Any maintenance, i.e., painting, and substantial landscaping or other improvements, etc., which noticeably alters the exterior appearance of any Dwelling or Lot Unit or any improvement, originally approved by the Architectural Control Committee shall not be permitted unless first approved by the Board of Directors AGC.

Section 2.16 2-15 – Satellite Dishes and Antennas. No ~~S~~satellite Dish, television antenna, radio antennae or other type of antenna or receiving device shall be erected or installed on any Lot or upon the exterior of any dwelling without the prior consent of the Board of Directors, except as such items are required by law to be permitted. All satellite dishes and antennas shall be placed on the least visibly obtrusive location on the Lot. Architectural Control Committee The Board may require painting and/or screening of any dish or antenna, and that any approved satellite dish or antenna be placed in a location not visible from the street as long as an equally acceptable signal may be achieved in such location.

Section 2.16 – Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording the original restrictions to amend, modify or grant exceptions or variances from any of the

~~restrictions set forth in this Article II without notice to or approval by any Lot Owners of the Development or Association.~~

Section 2.17 – Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup earlier than the evening preceding pickup, other than landscape clippings which may be left out for pickup on the weekend until the next garbage collection, and any and all containers for such trash, garbage or other refuse shall be returned no later than the evening of pickup to their normal location. No weeds, rubbish, debris, objects, or materials of any kind shall be placed or permitted to accumulate upon any property if it results in a condition which is within the Land if it renders the Land or any part thereof unsanitary, unsightly, offensive or detrimental to the appearance of said property Land, the Development or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Developer reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any Dwelling located on any Lot is issued; provided, however, during construction or reconstruction of Dwellings units, Lots shall be cleaned and cleared of debris not less than two (2) times per week ~~three (3) times during such period.~~

Section 2.18 – Ordinances. Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leashes, parking ordinances, and ordinances regarding conduct.

~~Section 2.19 – Proviso. — Until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Land and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.~~

Section 2.19 2-20 – Natural Areas. Notwithstanding any other provision of this Article, in no event shall any accessory structure, fence, wall, hedge or any other temporary or permanent structure of improvement be erected, allowed or placed within any of the areas designated on the Plat or Plats of Aberdeen as Natural Areas or Conservation Areas. It is hereby the express intent of this Section that any such Natural Area or Conservation Area be maintained in its present natural state and that there shall be no improvement or modification thereof or any other activity which may directly modify or affect said areas and the regulation thereof.

Section 2.20 2-24 – Commencement of Construction. In the event of partial or total Dwelling destruction for any cause, the Owner must clear the property of any debris as soon as possible, and must keep the Lot in a neat and attractive condition, as much as reasonably possible, until the Dwelling has been repaired or reconstructed. Once reconstruction is commenced, same shall continue uninterrupted until the home is fully approved for occupancy as evidenced by a Certificate of Occupancy from the appropriate governmental authority. Construction of a new Dwelling in full accord with all the processes, rules and regulations of the Community and its Architectural Control Manual must begin within twelve (12) months of the original Dwelling's destruction. Each purchaser of a Lot (other than the Developer) shall commence construction of a single family dwelling, submitted to and approved by the Architectural Control Committee, within eighteen (18) months from the date title is conveyed to

~~said Owner by the Developer, unless such time period is extended by written consent of the Developer, in Developer's sole discretion, and said Owner shall complete said dwelling, including the landscaping thereof, in a timely and diligent manner. In the event that a Lot Owner fails to commence such single family dwelling within the time period set forth herein, Developer in Developer's sole option, shall have the right, but not the obligation, to repurchase said Lot. The Developer may exercise said option at anytime from the expiration date of said time period until construction has begun by written notice to the Owner. The purchase Price shall be the same as the Purchase Price upon which the Lot was sold by Developer. All costs to accomplish the reconveyance and to provide good and marketable title to Developer shall be borne by the Lot Owner. The Lot shall be reconveyed to Developer by a special warranty deed subject only to those exceptions set forth in the title policy delivered to the Lot Owner at the time of Closing excluding any mortgage given by the Lot Owner with respect thereto.~~

Section 2.21 – Leasing.

(a) All leases which are entered after the adoption of this amendment must be for a minimum term of at least six (6) months. All such leases must be registered with the Association, at or prior to the time of occupancy by the tenant(s), by providing a copy of the lease to the Association and such other information as the Association may reasonably require regarding the occupants and their vehicles.

(b) In addition to registering new leases with the Association the Owner(s) and tenant(s) shall be required to sign a Lease Addendum agreement, confirming that the tenant(s) will comply with all rules and restrictions relating to the use of the property, and providing the Association with the ability to enforce violations by the tenant(s) directly against such tenant(s), at the expense of the Owners, if the Owners fail or refuse to enforce any such violation after being notified by the Association of the violations which are occurring.

ARTICLE III – UTILITIES, EASEMENTS AND ROADS

Section 3.01 – Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage area previously are hereby reserved to the Developer have been assigned to the Association in and to all utility easement and drainage easement areas (herein called "Easement Areas") shown on the Plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Association Developer shall have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish Utilities or services to the Development. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Association Developer to maintain such Easement Areas or to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvements that may be located on, in or under such Easements, on which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, creeks, lakes or other water

retention areas (herein referred to as "Retention or Detention Areas") which are shown on the Plat or which may be constructed in such Easement Areas.

~~The Association has~~ ~~Developer hereby reserves~~ a permanent easement for itself ~~and the Association as successor to Developer~~ over, along and across the rear ~~ten~~ five (105) feet of all Lots in the Development forming the Northerly, Southerly, Easterly and Westerly perimeter boundaries of the Development for the purpose of erecting and maintaining any walls, fences or landscaping. Such easement and the improvements thereon shall be conveyed to the Association as part of the Common Area. The Association shall have the right at any time to assign its rights, wholly or partially, in said easements to any governmental body or public or private utility.

Section 3.02 – Maintenance of Easements. The Owners of the Lot or Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained, repaired, replaced and kept safe and in working order continuously by the Owner of the Lot, except for those improvements which the Utility Provider is responsible for, and except for those areas which shall be maintained by Association. If there is a perimeter wall which is located within the boundaries of the Lot, the Association shall maintain the grass and any landscaping on the portion of the Lot which is outside of the perimeter boundary wall, and which is between the wall and the Lot boundary line. With regard to specific Easements for drainage as shown on the Plat, the ~~Association Developer~~ shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas, but shall do so in accordance with all applicable government rules and regulations and sound engineering practices.

ARTICLE IV – PROPERTY RIGHTS

Section 4.01 – Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the ~~Association Developer~~ reserved herein and subject to all rules and regulations and other restrictions, as well as to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area.

(b) The right of the Association to suspend the use voting rights to any common facilities, and the voting rights of a ~~M~~member for a any period of time for violations or nonpayment of assessments, to the extent permitted by the Florida Statutes as amended from time to time during which any assessment against his Lot or Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations. ~~Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.~~

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless a vote has been obtained at a membership meeting from at least an instrument signed by two-thirds (2/3) of the Members entitled to vote, agreeing to such dedication or transfer, and a document evidencing such vote has been recorded in the public records.

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area ~~and in aid thereof with t~~The assent of two-thirds (2/3) of all each class of Members entitled to vote will be required in order to mortgage said properties. ~~Said mortgage shall be subordinate to the Members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members hereunder shall be fully restored; provided that under no circumstances shall the rights of the Members of ingress, egress and parking be affected.~~

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to grant access to police, fire, and other public vehicles.

Section 4.02 – Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the Members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, ~~that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article VIII.~~

Section 4.03 – Limitation Upon Use of Common Areas. No Owner may plant, garden, erect, or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements approved installed by the Board of Directors Developer in connection with the development of the Land or approved by the Architectural Control Committee. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Areas.

ARTICLE V – ARCHITECTURAL STANDARDS

~~The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 5.01 of this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.~~

No construction, which term shall include within its definition, but not be limited to staking, clearing, excavation, grading, and other site work~~;~~ and no substantial plantings or removal of plants, trees, or shrubs, shall take place except in strict compliance with this Article~~;~~ until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 5.01 – Architectural Control Committee. The Board of Directors shall have the authority to appoint an Architectural Control Committee (“ACC”), which if appointed, shall review proposals as stated herein and advise the Board of Directors, which shall have final approval authority, regarding such proposals for modifications to the Lots. In the event the Board of Directors does not so appoint an ACC, the Board of Directors shall exercise any and all authority of the ACC as stated in this Declaration. The ACC, if appointed, Architectural Control Committee shall have initial ~~exclusive~~ jurisdiction over all original construction and all modifications or alterations thereto or refinishing thereof, on any portion of the Development. The ACC may ~~Architectural Control Committee shall~~ prepare recommendations for, ~~and on behalf of the Board of Directors, shall promulgate~~ design and development guidelines, and application and review procedures, all as part of the Community Development Code (“Code”). ~~Copies shall be available from the Architectural Control Committee for review.~~ The Board of Directors ~~guidelines and procedures shall be those of the Association, and the Architectural Control Committee shall have sole and full authority to~~ adopt any changes ~~prepare and to amend the Code. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until all Lots within the Development have been developed and conveyed to purchasers in the normal course of development and sale, the Developer retains the right to appoint all members of the Architectural Control Committee, which~~ The ACC, if appointed, shall consist of at least three (3), but not more than five (5) persons who shall be Owners of Lots within the Development, and to ~~establish the provisions of the Community Development Code. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of the Architectural Control Committee.~~

Section 5.02 – Procedure. The Board of Directors ~~Architectural Control Committee~~ may, from time to time, adopt, promulgate, rescind, amend and review its rules and regulations governing ~~procedure in all~~ architectural issues and matters within its jurisdiction. Such rules shall constitute a part of the Community Development Code. In the event the Board does not constitute itself as the ACC Architectural Control Committee, and in fact appoints an ACC, then the Board shall have final jurisdiction to review all decisions relative to proposed improvements on the Lots as stated in this Article V , in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board, ~~subject to such limitations and procedures as the Board deems advisable.~~ The Board or the ACC Architectural Control Committee may appoint one or more persons to conduct a ~~make~~ preliminary review of all applications to the Architectural Control Committee and report on such applications to the ACC Architectural Control Committee with such person’s recommendations for ACC Architectural Control Committee action thereon. Such preliminary review shall be subject to such Regulations and limitations as the Board or the ACC Architectural Control Committee deems advisable. Meetings of the ACC, if appointed, may be open to all Owners at the discretion of the ACC but this is not required since the advice and opinions of the ACC shall not be final and binding, and same shall be reviewed by the Board of Directors, which shall issue all final decisions on these issues.

Section 5.03 – Standards. No approval shall be given by the Board ~~or Architectural Control Committee~~ pursuant to the provisions of this Article, unless the Board ~~or Architectural Control Committee,~~ as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development; and (b) shall protect and conserve the value and desirability of the Development as a residential community; and (c) shall be consistent with the

provisions of this Declaration and the Code; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Development as a residential community.

~~Section 5.04 — Developer Consents. — Any and all actions of the Architectural Control Committee as to Lots owned by the Developer must have the written approval of Developer, unless such approval is waived in writing by Developer.~~

~~Section 5.04 5.05 – Exculpation of Developer the Board of Directors and ACC Architectural Control Committee. The Board of Directors and ACC Developer and Architectural Control Committee cannot and shall not be held responsible to any loss or damage to any person arising out of the approval or disapproval of plans, or any defects in plans or designs, or construction errors. Nor shall the Board of Directors or ACC Developer or Architectural Control Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law or ordinance or land use or building regulation.~~

~~Section 5.06 — Participating Builder Program. — Developer has established a Builder Program and Community Development Code setting forth detailed construction and landscaping requirements which must be adhered to by each builder of a new home in the Development. The requirements and provisions of the Builder Program shall be determined in Developer's sole discretion until such time as Developer has sold all of Developer's Lots within the Development. All new construction under the Program shall be reviewed and approved by the Architectural Control Committee initially appointed by the Developer, as set forth herein. In the event of a conflict between the Covenants and Restrictions of this Declaration, and the provisions of the Builder program, the provisions of the Builder Program shall control. Any construction, improvement or landscaping approved by the Architectural Control Committee, pursuant to the Builder Program, shall be conclusively deemed to be fully in compliance with the Covenants and Restrictions of this Declaration. Developer shall deliver to the Association, from time to time, evidence of such approval. Developer shall have the right, from time to time, without notice, to amend, repeal or expand the requirements of the Builder Program and although the Builder Program is incorporated into and is deemed a part of these restrictions, such amendments shall not be deemed to be an amendment to this Declaration and shall not require the approval of the members of the Association. The Builder Program shall set forth the procedure for review and approval of all plans and specifications for construction and/or improvement of Lots within the Development. Such procedures shall be adopted as rules of the Architectural Control Committee. The initial Community Development Code, which shall govern the construction of all improvements within the Development shall be contained in the Builder Program.~~

ARTICLE VI – MEMBERSHIP AND VOTING RIGHTS

~~Section 6.01 – Members. Every Owner of a Lot shall be a Member of the Association as designated in Section 6.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment under this Declaration or from occupancy of a Unit. There shall be one vote per Lot.~~

~~Section 6.02 — Membership Classes and Voting Rights. — The Association shall have the following two (2) classes of voting membership:~~

~~(a) Class A. — Class A Members shall be all Owners, except the Developer for so long as the Developer retains Class B voting rights as defined herein, of Lots and shall be entitled to one (1) vote for each such Lot so owned.~~

~~(b) Class B. The Class B Member shall be the Developer and shall be entitled to one hundred sixty-seven (167) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following events occurs:~~

~~(i) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; or~~

~~(ii) on December 31, 1995; or~~

~~(iii) when the Developer voluntarily waives in writing its rights as a Class B Member.~~

Section 6.02 6.03 – Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot ~~not owned by the Developer.~~ If joint owners attempt to cast conflicting votes on any issue, the vote for that Lot shall not be counted.

ARTICLE VII – ASSESSMENTS

Section 7.01 – Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot ~~or Unit~~ to be used exclusively to promote the recreation, health, safety and welfare of the resident in the Development and for the improvement and maintenance of the Common Area, and those easement areas to be maintained by Association, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.

Section 7.02 – Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board ~~of Directors~~, and without approval of the ~~m~~Members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. ~~The Developer, for each Lot owned within the Development, hereby covenants, and e~~Each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies or unanticipated expenses, as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, late fees, costs and reasonable attorneys' fees, shall constitute a continuing lien upon the Lot against which each such assessment is levied, the lien and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessment if filed in the Public Records of Pinellas County, ~~which notice shall state the description of the Lot, the Owner's name, the amount due and the date due, and shall be signed by an authorized officer or agent of the Association, notarized, and recorded in the Public Records of Pinellas County, Florida.~~ The lien shall be prior to and superior in dignity to the creation of any homestead status, and to all other liens and claims to the maximum extent permitted by law, but subordinate to any first mortgage as hereinafter set forth. Every Owner of Lot hereby consents to the imposition of such lien prior to any homestead

~~status until paid in full. Any party other than a first mortgage holder, who acquires an ownership interest in any Lot shall be responsible for all unpaid assessments, interest, costs, and attorneys' fees.~~

Section 7.03 – Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement, ~~or emergency purposes, or unanticipated expenses,~~ and any such assessment shall be approved by no less than two-thirds (2/3) of ~~each class of the~~ Members voting in person or by proxy at a meeting, except in cases determined by the Board to constitute an emergency, in which case the Board may adopt the assessment without membership approval. Notwithstanding the foregoing, a special assessment against a specific Lot, as authorized by other sections of the Declaration, ~~authorized under Section 8.04 (b), Article VIII, and Sections 2.07 and 2.08, Article II hereof,~~ need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership.

Written notice of any meeting called for the purpose of making the levy of a special assessment, ~~except in the case of an emergency,~~ requiring approval of the membership shall be sent to all Members not less than fourteen ~~fifteen (1415)~~ days nor more than forty-five ~~thirty (4530)~~ days in advance of the meeting.

Section 7.04 – Annual Assessments. Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to December 31st ~~for March 1st~~ of each subsequent year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. The Board will give consideration to reserve requirements for deferred maintenance and replacement costs, and will include such reserves in the budget as the Board deems appropriate. Written notice of the Board meeting where the budget for the following year will be considered will be provided to the Owners, and notice of the annual assessment shall then be sent to the address on file with the Association, for each Lot, and to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. ~~Notwithstanding anything contained herein to the contrary, the Developer, as a Class B Member, shall not be obligated to pay annual assessments for the period of time that the Developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A Members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as common expenses. Developer, at its option, may elect to pay annual assessments for Lots it owns rather than subsidize the Association as hereinbefore set forth.~~

Section 7.05 – Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot by the Board and may be collected on a monthly, quarterly or annual basis.

~~Section 7.06 – Commencement of Annual Assessments; Due Dates. — The annual assessments provided for herein shall commence as to each Lot at the time of the closing of the purchase of each Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association. At each Lot Closing, Developer shall collect an amount not to exceed Two Hundred Fifty and No/100 Dollars (\$250.00) which may be~~

~~applied toward the general expenses of the Association or placed in such reserve account as Developer may deem appropriate.~~

~~Section 7.06 7.07 – Remedies of the Association for Nonpayment of Assessments. If Any assessment payment is not paid received within ten (10) days from the due date, a late fee may be imposed by the Board up to the maximum amount permitted by the Florida Statutes. If any assessment payment is not received within thirty (30) days after the due date, it shall bear interest from the due date at the highest rate permitted by law ~~eighteen percent (18%) per annum~~. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all the costs and expenses incurred by the Association in the collection and foreclosure process, including of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover a money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pinellas County, Florida.~~

~~Section 7.07 7.08 – Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall to the extent provided by law be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the assessment lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall ~~not~~ be liable for the assessments pertaining to such Lot except to the extent provided by the Florida Statutes as amended from time to time or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Any Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, ~~including the acquiring mortgagee, its successor or assign.~~ Any such transfer to or by a first mortgagee shall not relieve the transferee of responsibility nor the Lot Unit from the lien for a prorated amount of assessments beginning on the date of transfer and all assessments made thereafter. ~~No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.~~~~

~~Section 7.09 – Exempt Property. All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.~~

~~Section 7.10 – Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the Development, then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the Development and the same enforcement rights afforded the Association.~~

ARTICLE VIII – MAINTENANCE OF COMMON AREAS AND LOTS

Section 8.01. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) Common Areas. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Common Areas shall consist of those areas designated on the plat or otherwise reserved or designated by the Developer as existing for the benefit of all or a portion of the Owners within the Development and shall include the roadways, to the extent same are not publicly dedicated, drainage facilities and retention areas, conservation and natural areas, perimeter walls abutting perimeter streets and easements therefore, if any, to the extent that same are not publicly dedicated, conveyed or transferred to the Master Association, or maintained by individual Lot Owners, and the improvements located at the entrance(s) of Aberdeen. ~~The Association may, as part of the common expense, install and maintain one light fixture, light post, and mailbox along the curb in front of each Lot, and remove and replace the existing light fixture and mailbox in compliance with the design selected by the Board of Directors and Section 2.08 of this Declaration.~~

(b) Lots. Each Lot Owner shall be responsible for the maintenance of his Lot, and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements, including the electrical lines and power source for the mailbox, light post and light fixture originally installed on the property, in accordance with Section 2.08 of the Declaration ~~until such time as the Association may install a new light fixture and mailbox and assume responsibility for these items.~~ In the event an Owner fails to maintain the exterior of his Lot and Dwelling Unit in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of seven (7) days written notice to the Unit Owner ~~(except that with respect to said front light fixture and mailbox no notice shall be required)~~ and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot and shall constitute a lien upon said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

(c) Taxes. The Association shall pay all real and personal property taxes and assessments owed to any governmental entities for any property owned by the Association.

(d) Insurance. The Association shall maintain adequate casualty and liability insurance on all Common Areas, and fidelity bond coverage as established by the Board of Directors.

(e) Drainage and Utility and Perimeter Wall Easements. Except as provided for in Section 3.02 of this Declaration, as this relates to perimeter walls, The Association shall not be responsible to maintain those easement areas designated on the Plat or otherwise as drainage and utility easement, conservation areas, natural areas, or perimeter wall easements, located within the boundaries of any Lot, which easements and areas shall be maintained by the Lot Owners unless otherwise determined by the Board of Directors.

(f) Garbage and Trash Removal. The Association shall have the right to contract for the regular removal of garbage and trash from Dwellings Units within the Community, as may be required by governmental authority or as otherwise deemed by the Board of Directors to be in the best interests of the members of the Association. In the Board's sole discretion, the cost of said service may be included in the annual budget of the Association and collected as part of the annual assessments levied against each Lot or Unit or separately invoiced and collected. All such assessments or fees shall be collectible in the same manner as other assessments for common expenses ~~constitute a lien upon each Lot so assessed or charge as set forth in Section 7.02 of this Declaration.~~

ARTICLE IX – MASTER ASSOCIATION

Section 9.01 – Master Association. The Developer of East Lake Woodlands, of which Aberdeen is a part, originally has created the East Lake Woodlands Community Association, Inc., a Florida not-for non-profit corporation which is now known as East Lake Woodlands Master Association, Inc. (the "Master Association"). Each Lot Owner in Aberdeen shall automatically be a regular member of the Master Association as well as a member of the Association.

Section 9.02 – Rights and Responsibilities. The Master Association will be charged with the duty of maintaining all community type facilities (such as gates, security services, parkways, street lights, main thoroughfares, through streets, project signs not directly relating to marketing, walls, entrance facilities, guard houses, lakes, etc.) (the "Community Facilities") which are utilized by or which benefit all residents of the entire East Lake Woodlands ~~and The Woodlands On East Lake Road~~ communities, including Aberdeen (the "Community"). The Master Association will assess its members for their share of the expenses and Aberdeen will include these amounts as part of its annual budget. ~~each associates member (i.e., each association which is presently existing as of June, 1983, which is a member) and each regular member, (i.e., each Lot Owner or Unit Owner, as the case may be, in all other and future developments with the Community) pro rata share of the cost of maintaining the Community Facilities on an annual basis (based upon the total number of Lots and/or Units within the Master Association plus Units actually or contemplated to be under construction during that year, plus a usage factor reflecting the estimated usage of such Community Facilities by non-Lot and non-Unit Owners such as employees or country club members) with East Lake Woodlands, Ltd., a Florida limited partnership (hereinafter sometimes referred to as "East Lake") being assessed for all Units under construction and for the usage factor. East Lake further has reserved the right to contribute additional funds toward the cost of operating the Master Association if it feels such would be appropriate.~~ Each Lot Owner will take title subject to the Master Declaration Of Covenants And Restrictions For Aberdeen recorded at among the current public records of Pinellas County, Florida in O.R. Book 6713, Page 2275, of the Public Records of Pinellas County, Florida, and the other governing documents of the Master Association, all as amended from time to time.

ARTICLE X – REMEDIES

Section 10.01 – Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Covenants, the Association Developer shall have the right, but not the obligation, to enter upon the property where such violation exists after reasonable notice to the Owner by regular and certified mail, and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Association Developer on demand,

and such entry and abatement or removal shall not be a trespass or make Association Developer liable in any way to any person, firm, corporation or other entity entry for any damages on account thereof. Any unpaid expenses, including attorneys' fees and other amounts, shall be collectible from the Lot Owners in the same manner as unpaid assessments.

(a) Additional remedies, including fining, exist for violations.

ARTICLE XI – SPECIAL PROVISION TO SATISFY THE REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

~~Section 11.01. The Association shall allow all Unit Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.~~

~~Section 11.02. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Unit in the Development.~~

~~Section 11.03. The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners other than the Developer assume control of the Association, upon ninety (90) days' written notice to the other party.~~

~~Section 11.04. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage on any Unit in the Development:~~

~~(a) Notice of any condemnation or casualty loss that affects a material portion of the Development or the application Unit.~~

~~(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due to the applicable Unit.~~

~~(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.~~

~~(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.~~

ARTICLE XI – ASSOCIATION RECORDS

Section 11.01. The Association shall allow all Owners to inspect, during normal business hours, all of the official records of the Association upon notice as required by law, and in accordance with rules adopted by the Board from time to time.

ARTICLE XII – MISCELLANEOUS

Section 12.01 – Approvals. Whenever in the Covenants the consent or approval of the Association Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing, by certified mail, return receipt requested, or by hand delivery with a receipt signed by an authorized Association representative, seeking the same has been submitted to and approved in writing by the Association Developer. In the event the Association Developer fails to act on any such written request within forty-five ~~thirty~~ (45/30) days after the same has been submitted to the Association

Developer as required above, the consent or approval of the Association Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

~~Section 12.02— Assignments.— Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said Committee, except in the event aforesaid. None of the provisions of this Section 12.02 shall apply to or affect the provisions of Article VI.~~

~~Section 12.03— Developer's Rights.— Developer reserves and shall have the sole and exclusive right subject to the consent of the Master Association.~~

~~(a) To modify and amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Units or Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.~~

~~(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration of Covenants, Conditions and Restrictions without notice to or approval by other Owners or mortgagees. All amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Developer under this subsection.~~

~~(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit Owner or mortgagee;~~

~~(d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;~~

~~(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot/Unit or Units as an aide in selling Lots/Units or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Development signs advertising the sale of Lots/Units, construction trailers and sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Lots/Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer;~~

Section 12.02 12.04 – Additional Covenants. No Owner, without the prior written approval of the Association Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 12.03 12.05 – Termination. These Covenants, Conditions and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of twenty (20) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within three (3) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing two-thirds (2/3) of the Owners entitled to vote for all votes of Lots, has been recorded in the Public Records of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 12.04 12.06 – Amendment. Amendments to the Declaration may be proposed by the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment provided by Lot Owners is subject to editing as to form and legality by legal counsel for the Association. The specific proposed wording of any proposed amendments must be sent to all owners at least 14 days prior to the meeting where the voting will take place, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting on the proposed amendments. Amendments must be approved by at least two-thirds (2/3) of those owners voting in person or by proxy at a membership meeting, provided that a majority of all Lot Owners must participate in the voting in order for the vote to be valid. As to any amendments which are approved, a Certificate of Amendment signed by the President or Vice President, with two witnesses and a notary, will be recorded in the public records along with the approved amendments.

Section 12.05 12.07 – Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or by his or her guests, employees, agents, invitees, or lessees, ~~but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.~~ Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Dwelling Unit interest or its appurtenances, or any other violation of the governing documents of the Association.

Section 12.06 12.08 – Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Association Developer, or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 12.08 shall be in addition to ~~construed as cumulative of~~ all other remedies now or hereafter provided by law. The failure of the Association or a Lot Owner

~~Developer, his grantees, successors or assigns,~~ to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation ~~herein contained,~~ however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, or other applicable law or rules ~~its Exhibits or Regulations adopted pursuant thereto,~~ as said documents and Rules Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(d) As also provided in the Bylaws, as amended, the Association shall have the right to impose monetary fines and/or suspend the use and/or voting rights of any party deemed to be in violation of the provisions of this Declaration, Articles of Incorporation, Bylaws or Rules and Regulations of the Association. Any such fine or suspension must be adopted in accordance with the applicable provisions of Chapter 720, Florida Statutes, as amended from time to time subject to requirements for notice and the opportunity for a hearing to the extent provided for in the Florida Statutes. Any fine which remains unpaid will be collectible from an Owner in the same manner as unpaid assessments, to the maximum extent allowed by the Florida Statutes.

Section 12.07 12.09 – Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 12.08 12.10 – Paragraph Headings. The paragraph headings contained in this Declaration are for referenced purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 12.09 12.11 – Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the Association ~~Developer~~ has caused this instrument to be duly executed on the date and year indicated this _____ day of _____, 2012.

Signed and sealed in _____ DEVELOPEP:
The presence of:

Patricia Dean _____ ABERDEEN VILLAGE, LTD. _____
Jacqueline R. Sequerias _____ By: Haydon-Rubin Limited, managing general
_____ partner

By: Roger K. Haydon, Jr., Managing Partner

Dated: 1/26/89

STATE OF FLORIDA
COUNTY OF PINELLAS

~~I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Roger K. Haydon, Jr., as Managing Partner, of Haydon-Rubin Limited, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.~~

~~WITNESS my hand and official seal this 30th day of January, 1989.~~

Notary Public
My Commission Expires:

Signed and sealed in the
presence of:

ABERDEEN HOMEOWNERS ASSOCIATION,
INC.

By: _____
_____, President

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

ATTEST:

By: _____
_____, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, as President and _____, as Secretary of Aberdeen Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

END OF AMENDED AND RESTATED DECLARATION